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Tarrant County Texas

Official Public Records

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W. Allen Way
 NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

EXTENSION AND AMENDMENT OF OIL, GAS AND MINERAL LEASE

STATE OF TEXAS

L 0568776

Electronically Recorded
Chesapeake Operating, Inc.

COUNTY OF TARRANT

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, City of Hurst, a home rule municipal corporation of the State of Texas located within Tarrant County, Texas ("Lessor") executed that certain Oil, Gas and Mineral Lease dated February 20, 2007, unto Harding Company, which is recorded by Memorandum in D207264009 of the Official Records of Tarrant County, Texas, covering lands more specifically described therein (the "Lease"); and

WHEREAS, all of the rights, title and interest in the lease were ultimately assigned to and acquired by Chesapeake Exploration L.L.C. and Total E&P, USA, Inc. ("Lessee"); and

WHEREAS, Lessor and Lessee now desire to amend the Lease and extend the primary term of the Lease as hereinafter set forth.

NOW THEREFORE, for good and valuable consideration in hand paid to Lessor by Lessee, the receipt and sufficiency of which is hereby acknowledged, the Lease is hereby extended and amended as follows:

The primary term shall extend to **December 7, 2010**, and only for as long thereafter as oil, gas or other minerals covered thereby are producing in paying quantities from the leased premises, or from land pooled therewith, or the Lease is otherwise maintained in effect pursuant to the provisions thereof.

It is understood and agreed by the parties hereto that the provisions hereof shall supersede any provisions to the contrary pertaining to the primary term extension as described in Section 2A. in the Lease. For adequate consideration, Lessor does hereby adopt, ratify and confirm the Lease, as extended and amended hereby, and does hereby stipulate that the Lease remains in full force and effect. Insofar as is necessary, Lessor does hereby lease, let, and demise to Lessee the lands covered by the Lease, pursuant to the terms and provisions of the Lease, as of the Effective Date set forth herein.

The terms and provisions hereof shall be binding upon the parties hereto, their respective heirs, legatees, devisees, personal representatives, successors and assigns.

IN WITNESS WHEREOF, this instrument is hereby made effective as of the 30th day of November, 2009, regardless of the actual date of execution and acknowledgment by any or all of the parties constituting the Lessor herein.

LESSOR:

CITY OF HURST

By: W. Allen Way
 City Manager

APPROVED AS TO FORM AND LEGALITY:

By: Reed H. Dooley
 City Attorney

ACKNOWLEDGEMENTS

THE STATE OF TEXAS
COUNTY OF Tarrant

This instrument was acknowledged before me on this the 9 day of November, 2010,
Allen Weegar

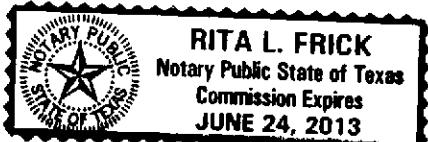
Notary Public, State of Texas

THE STATE OF TEXAS
COUNTY OF Garza

This instrument was acknowledged before me on this the 9 day of November, 2010,
by John F. Boyle.

My Commission Expires: 6-24-13
Commission Number: _____

Notary Public, State of Texas



Record & Return To:
Chesapeake Operating, Inc.
P.O. Box 13456
Oklahoma City, OK 73154